



THE CITY OF SAN DIEGO

COMMISSION FOR ARTS AND CULTURE

C A L L F O R A R T I S T S

Documenting San Diego's City Heights Community

INTRODUCTION

The City of San Diego (City) seeks an artist or artist team to create permanent, documentary public artwork(s) such as drawings, paintings, prints, photographs, videos or multi-media artworks, which record the unique nature of City Heights and engender community. Funding for the project in the amount of \$25,000 was donated by the late Niki de Saint Phalle and the process for artist selection and artwork development is being administered by the City of San Diego Commission for Arts and Culture (Commission).

ELIGIBILITY

Any artist*¹ or artist team authorized to work in the United States is eligible to apply. The City encourages artists who represent diversity in gender, age, socio-economic class, geographic location, religion, sexual orientation, skills and abilities, ethnicity, among other qualities to apply. Individuals with conflicts of interest are not eligible for contract award under this solicitation. For more details, see the *Conditions for Submission* herein.

** Throughout this document, the singular term "artist" also means artist teams.*

¹ The City adheres to the definition of "artist" which is contained in San Diego Municipal Code section 26.0701 et seq.

BUDGET

\$25,000 for artwork design, fabrication and installation

The budget is all-inclusive and must cover all costs associated with the conceptualization and realization of the artwork(s). The City will reimburse artists up to \$150 for travel and per diem associated with traveling to interviews. Reimbursement is contingent on the artist's submission of itemized receipts to the City.

TIMELINE

May 19, 2009
July 8, 2009

Call for Artists released
Question cut-off date

July 17, 2009	Applications due
July - October 2009	Short-listing and final selection of one artist
November 2009	Agreement negotiation and signing
January 2010 – April 2010	Artwork proposal development and approval phases
April – July 2010	Fabrication and installation phases
August 2010	Completion

OVERVIEW

The French artist Niki de Saint Phalle moved to San Diego in 1994 and spent eight years creating and installing her iconic sculptures around San Diego County. Famous for her keen appreciation of myth and archetype in such installations as her *Tarot Garden* in Tuscany, Italy and *Queen Califia's Magical Circle* in Escondido, California, Niki believed art had the power to weave communities and cultures together. In a February 23, 1998 letter to Martha Longenecker, founder and then-director of the Mingei International Museum, Niki wrote, "I feel an enormous link to every culture. I have been nourished by, looked at, loved so many different things whether it was Mexican, or American Indian, Italian or Eastern Art. I have wondered about, seen, and loved the wonders of this world. They are part of me. I feel united to other human beings, so I feel united to other cultures and feel that I am a part of them."

Witnessing the geographical and social bifurcation of the City Heights neighborhood during the construction of Interstate 15, Niki developed a particular concern about the wellbeing of the community in this area of San Diego. She envisioned public art as a healing force for the neighborhood. After Niki's concept for the installation of one of her own sculptures in a City Heights park could not be realized in 2000, she donated \$25,000 to the City of San Diego for the purpose of funding another public art solution.

The neighborhood of City Heights is undergoing rapid and transformative geographic, social and cultural change. City Heights is now one of the most ethnically diverse and densely populated communities in San Diego. The following websites may provide more information about the unique nature of the City Heights community:

<http://www.sandiego.gov/planning/community/profiles/cityheights/index.shtml>

<http://www.sandiego.gov/planning/community/profiles/cityheights/plan.shtml>

<http://www.sandiego.gov/redevelopment-agency/cityhts.shtml>

<http://www.pricecharities.com/City-Heights-Initiative/>

<http://www.midcitycan.org/pages/home.html>

http://en.wikipedia.org/wiki/City_Heights

<http://www.cityheightsba.org/cityheights.html>

With the ongoing support of Councilmember Todd Gloria (Council District 3) and the help of former Councilmember Toni Atkins and her staff, along with the staff of the City of San Diego Park and Recreation Department, the City-owned site of the City Heights Community Park has been identified as the best location for the installation and/or exhibition of new public art created under this project. The park, which opened a decade ago, is one component of the urban revitalization project called "Urban Village" which also includes the Mid-City Police Substation and Community Gymnasium, the Weingart City Heights Branch Library, the Mid-City Adult Continuing Education Center, a performance annex, community meeting space, the Mid-City Community Service Center, a Park and Recreation Center with a community pool and tennis center, two softball fields, a soccer pitch, three tot lots, four Head Start classrooms and Rosa Parks Elementary School. The City Heights Community Park is located at 4380 Landis Street, San Diego, CA 92105. The site can be seen online through Google Earth at latitude 32°44'47.51"N, longitude 117° 6'1.06"W

Commission staff has surveyed the site and compiled the following list of both exterior and interior spaces where the artwork(s) may be installed and/or exhibited. Potential spaces include, but are not limited to:

Exterior

- Passive lawns throughout the site
- Tennis court perimeter fencing
- Tennis court retaining walls
- Walkway retaining wall, running between performance annex and library
- Portions of recreation center façade

Interior

- Teen room in the recreation center
- Community room in the recreation center
- Hallways inside recreation center

Photographs of these various locations can be found here:

<http://www.flickr.com/photos/sandiegoartsandculturecommission/>

The selected artist will have the opportunity to propose alternate sites, including "virtual" sites, such as websites, during the artwork proposal development process.

ARTIST SELECTION PROCESS AND CRITERIA

Artists are asked to submit applications containing the specific materials listed later in this document. A panel appointed by the Commission will review the eligible applications and create a short-list of the most qualified artists utilizing the selection criteria listed below. The panel may be comprised of two community members, a representative for the City's Park and Recreation Department, a visual art professional, a representative of the Niki Charitable Art Foundation, and a member of the Commission's Public Art Committee. The panel may interview short-listed artists. It is mandatory that the designated lead artist attend any such interview. Artists who accept an invitation to interview will not be expected to develop proposals. However, in the interviews, artists will be expected to discuss past approaches and working methods as well as answer questions relating to working on projects of this nature. Based on these evaluations, the panel will recommend one artist for the commission after the interview phase.

The panel will use the following criteria to evaluate and rank artists:

- Original vision, strong creativity, and sophisticated conceptual skills
- Competence and skill with documentary media
- Demonstrated interest in and understanding of the project
- Strength of the artist's expressed methods for engendering community
- Strength of professionalism and leadership qualities
- Proven ability to self-direct, self-motivate and conduct business without excessive oversight
- Strength of communication skills
- If applicable, cohesiveness of team members
- If applicable, past performance on contracts with the City of San Diego

When the panelists evaluate the applicants, they typically use a four-point ranking system:

- **Ranks of 4 (4 and 4-)** designate an applicant as the most qualified. Applicants ranked with a 4 meet all the review criteria to the highest degree possible. If there are no applicants who meet all the review criteria, no 4 ranking should be given; this is not a grading curve but a rarified achievement of near perfection given the criteria.
- **Ranks of 3 (3+, 3, and 3-)** are considered good. These applicants mostly meet the criteria in a strong or solid way.
- **Ranks of 2 (2+, 2 and 2-)** are considered marginal. These applicants have some merit, but do not meet the criteria in a strong or solid way.
- **Rank of 1** is not qualified under any circumstance; inappropriate for the award.

In Round One of the evaluation process, panelists give each applicant a rank. The panelists' ranks are then averaged for a single, initial score per applicant. In Round Two, applicants are clustered by rank from highest to lowest. Rank adjustments may occur when the panel agrees that an applicant is out of place within the clusters. Meetings of the panel are open to the public, including applicants, or applicants may request to learn their ranks following the panel meetings. An applicant may appeal his/her rank under the circumstances provided in Council Policy 000-29 which is located at <http://www.sandiego.gov/city-clerk/officialdocs/legisdocs/index.shtml>

After the selected artist has entered into an agreement with the City and undertaken the design process, the criteria the Commission will use to approve the selected artist's artwork proposal(s) will include, but are not limited to:

- Effective documentation of the unique nature of the City Heights community
- Strength of the artwork's role in engendering community
- Strength of the artwork's conceptual content
- Feasibility of producing artwork
- Cost to exhibit, store, maintain and/or operate upon completion

SCOPE OF WORK

Following the panel's evaluation process and recommendation of one artist for the commission, the selected artist will be asked to enter into an agreement with the City for the following scope of work:

- A. Conduct research, which includes examining the site, reviewing pertinent documents, meeting with City staff, members of the community, etc.
- B. Prepare verbal, written and visual presentations to show schematic and final artwork proposal(s) to stakeholders. Presentations should include:
 - 1. A preliminary depiction of the proposed artwork(s) in the form of a to-scale drawing accompanied by either a three-dimensional rendering or a three dimensional model, if applicable
 - 2. A narrative description of the sources and methodology used to develop the proposal(s) which may include research, findings and/or input from the community and key stakeholders plus information about the scale, location, context, relationship of components, materials, operating requirements, maintenance requirements, and fabrication and installation methods
 - 3. A site plan
 - 4. A photographic survey of the site and other images depicting the site context
 - 5. Material samples, if available and applicable
 - 6. Documentation of attention to ADA requirements
 - 7. An itemized budget up to \$25,000 for design, fabrication and installation
 - 8. A summary of projected costs for ordinary maintenance and operating expenses
- C. Conduct no less than three in-person meetings/presentations with stakeholders (excluding the interview and any meetings solely with City staff) and respond to feedback. Some meetings may be conducted remotely, as necessary and as solely determined by Commission staff.
- D. Engage subcontractors, if necessary.
- E. Create and submit engineer-approved construction documents, if necessary
- F. Perform site preparation, if necessary
- G. Fabricate, transport, and install artwork(s)
- H. Submit images documenting the completed artwork(s) as installed
- I. Submit detailed instructions for ordinary maintenance and operations
- J. Participate in ribbon-cutting ceremony and/or outreach to press, if requested
- K. Coordinate with City staff, as required

APPLICATION MATERIALS

Artists who wish to be considered must submit the following materials:

- Digital images of past work, including stills and/or videos with annotations
- A letter of interest
- A professional résumé for each artist/team member with three professional references for each artist/team member

Digital Images of Past Work with Annotations

Submit examples of past work containing a maximum of 10 still images and/or videos showing a range of different artworks. (That's **NOT** 10 still images and 10 videos for a total of 20 examples. Submit a maximum of 10 total examples.)

- Submit digital still images in .jpg format with a maximum resolution of 300 dpi and maximum dimensions of 1024 x 768 pixels.
- Submit digital NTSC format videos in .mpg or .mov format with a maximum resolution of 720 x 480 pixels. The total combined running time of all your digital videos may not exceed four minutes.
- When submitting examples of art proposals that have not been built and installed in the public realm, such as images of models or computer-generated images, please clearly indicate as such.
- An LCD projector will be used to display artists' images and videos for the panel. The City is not responsible for distortion or alteration of images or videos as they appear on monitors or as projected.
- Provide annotations in .pdf format for each example of past work included in your application.

Letter of Interest

Submit a written narrative in .pdf format describing your passion for and comprehension of the purpose of the project as well as a description of your methodology for conceptualizing and creating art. Please do not use this letter as a forum for reiterating information already contained in your résumé. This is your opportunity to convey your understanding of what we're looking for, why you're well-matched for the project, what is distinctly "you" in your approach to creating art, what excites you about this project, and what the panel can't tell about your qualifications and your art just from looking at your résumé and examples of past work.

The letter must prominently include the name, address, telephone number, and e-mail address of the applicant. At the end of the letter, be sure to create a statement that specifies you "have read, understand, and agree to all the *Conditions for Submission*" in this *Call for Artists*. Your letter must also contain your signature either by executing a "wet-ink" signature and then scanning the document or inserting an "electronic signature." In either case, it should be your recognizably handwritten signature, not just an italicized font.

Professional Résumé with References

Please submit a current professional résumé in .pdf format for each artist/team member. In addition, please submit the names, addresses, current telephone numbers and/or email addresses for three authorities on each artist's/team member's past work and qualifications. Do not send letters of recommendation. We do call references, so please double-check to ensure that the contact information for your references is correct.

Tips for Submitting a Competitive Application

- Read everything in this document and follow the directions.

- Ask questions in writing before the cut-off date if you are unsure about the directions given.
- Communicate crisply, avoiding off-point or repetitive information.
- Present information in an organized, easy-to-understand style and format.
- Tailor your application to be relevant to this specific project.
- Present still images and videos of a quality that really does justice to your work.
- Keep the annotations brief. Provide a narrative only for that which is not self-evident.
- When you formulate your application, put yourself in the mindset of a panelist who may review dozens of applications in one day as well as in the mindset of the person who will process all the applications. Make things clear and simple.
- Submit materials which are accurate and up-to-date.
- Put your name clearly on everything you submit.

DIRECTIONS AND DEADLINE FOR SUBMISSION

Please submit your application either via email or by delivering a CD.

Submitting via email:

- Put all the required application materials in a folder. Label the folder with the artist's last name and compress it.
- Email the folder as an attachment to nbrookes@sandiego.gov with subject line: "Niki – [Insert Last Name of Artist]"
- The City can receive email attachments up to approximately 20 MB.
- It is also permissible to upload your folder to a web-based file sharing site. If you do this, please send an email containing the link to your folder. Your folder must be downloadable from this site.

Submitting a CD via delivery:

- Put all the required application materials in a folder. Label the folder with the artist's last name and burn it on to a CD.
- Label the CD clearly with the artist's name and email address. Please do not include the name of the artist's gallery, assistant, or representative on the label.
- Mail or hand-deliver CDs to:
Commission for Arts and Culture
ATTN: Nigel Brookes
1200 Third Avenue, Suite 924
San Diego, CA 92101

Applications must be received no later than 5:00 p.m. on Friday, July 17, 2009. Acknowledgement of the City's receipt of an application will be sent to each applicant via email. The City is not obligated to notify applicants when applications are late, incomplete or otherwise ineligible.

QUESTIONS?

After reading this entire *Call for Artists*, please submit questions in writing by July 8, 2009 to Nigel Brookes at nbrookes@sandiego.gov. Questions will not be taken after July 8. If questions lead to an addendum to this *Call for Artists*, the addendum will be posted on the Commission's website at www.sandiego.gov/arts-culture/publicart.shtml.

CONDITIONS FOR SUBMISSION

City's Rights Pertinent to This Solicitation

The City reserves the right to reject any responses to this solicitation that do not meet the selection criteria. Failure to provide the required application materials shall be cause for the submission to be rejected as non-responsive.

The City reserves the right to revise this solicitation by addendum. The City is bound only by what is expressly stated in this solicitation and any authorized written addenda thereto. Addenda will be posted on the City's website at <http://www.sandiego.gov/arts-culture/>. It shall be the applicant's responsibility to check the website up to the final submission date for any possible addenda.

The City reserves the unilateral right to cancel this solicitation, in whole or in part, at any time without prior notice and makes no representation that any agreement will be awarded to any applicant. Additionally, the City expressly reserves the right to postpone opening responses to this solicitation for its own convenience, and/or to waive minor informalities or irregularities in the responses received.

The City accepts no financial responsibility for any costs incurred by the applicant. All submissions may be kept by the City and may be subject to the California Public Records Act.

The City reserves the right to propose minor modifications to the scope of work during the contract negotiation phase between the City and the contract awardee.

The City reserves the right to award contracts to more than one applicant.

The City reserves the right to change the timeline.

Contact With the City Personnel

Questions regarding this solicitation shall be directed in *writing only* to:

Nigel Brookes, Arts Management Specialist
City of San Diego City for Arts and Culture
1200 Third Avenue, Suite 924
San Diego, CA 92101
nbrookes@sandiego.gov

Formal Approval of Contract

The applicant understands that issuance of this solicitation does not commit the City to award a contract, or to pay any costs incurred in the preparation of a response to this solicitation. The applicant should note that the execution of any contract pursuant to this solicitation is contingent on approval by the Mayor (or his designee) or the City Council, as required by law.

Public Disclosure

The applicant understands that as a general rule any information received with a submission is a public record subject to disclosure. Therefore all submissions shall be made available for public inspection according to applicable disclosure rules and regulations. If the applicant considers his or her submission as proprietary and/or otherwise exempt from disclosure, he or she may mark such portions of his/her proposal as

"confidential." If the City's legal counsel determines that marked portions are legally exempt from disclosure, those portions will be withheld from public inspection.

Confidential Solicitation

The City will not share the details of individual responses to this solicitation with competing applicants during the selection process. After the selection process ends and prior to final approval of the contract, all solicitations become public information (except portions otherwise deemed confidential).

News Releases

The applicant agrees that, if selected, the City will review and approve all news releases pertaining to this solicitation and/or subsequent agreement(s). All news releases will be submitted in writing to the City staff member listed above. City staff will review and provide feedback and/or approval in a timely manner.

Examination of Solicitation

The applicant understands that the information provided herein is intended solely to assist the applicant in preparation of a submission. By submitting a response to this solicitation, the applicant represents that the applicant has thoroughly examined and become familiar with work required in the solicitation and is capable of performing quality work and to achieve the objectives of the City.

Eligibility Restrictions

Current members of the City of San Diego Commission for Arts and Culture, its Public Art Committee, employees of the City of San Diego, and their business partners or their immediate family members are not eligible for a contract award under this solicitation. Current board members, advisors and employees of the City, any other designers or contractors associated with the project and their business partners or their immediate family members are not eligible for a contract award under this solicitation.

Use of Information

Contact information for each applicant may be entered into a database and used to advertise future calls for artists issued by the City or the City's affiliates. In general, the contents of the database are intended for use in advertising paid opportunities for artists.

City's Definition of "Artist"

The issuance of this solicitation means that City intends to contract with an artist as defined in San Diego Municipal Code Section 26.0701 et seq.

Equal Opportunity Contracting Program: The City endeavors to do business with artists committed to equal opportunity and will not do business with any artist that discriminates on the basis of gender, age, socio-economic class, geographic location, religion, sexual orientation, skills and abilities, ethnicity, and political persuasion, among other qualities.

Insurance Requirements: Any artist selected to enter into contracts with the City may be asked to obtain, at the artist's sole cost and expense, all insurance required by the City. The artist may be asked to refrain from working until such insurance has been approved by the City. Insurance required by the City may include but is not limited to Comprehensive General Liability, Automobile Liability and Worker's Compensation coverage in accordance with the laws of the State of California. The City may require that the City be named as additional insured on all insurance policies except Worker's Compensation coverage.

Business Tax License: Any artist selected to enter into contracts with the City may be asked to obtain, at the artist's sole cost and expense, a City of San Diego business tax license.

Contract Requirements

A version of the following language may appear in contracts between the City and the artist:

COPYRIGHT

The Artist retains all copyrights to any and all of the Artist's Submissions and, except as provided below, to the Artwork.

Nonexclusive Irrevocable License to Reproduce for Noncommercial Purposes. *In consideration of the ownership of the Artwork by the City, the Copyright Holder does hereby grant a nonexclusive, irrevocable, royalty-free license to the City, and to other parties duly authorized by the City, to use the Artwork for noncommercial purposes including, but not limited to, exhibiting the Artwork; lending the Artwork; making two-dimensional reproductions of the Artwork by photography and/or by other means or methods now known or hereafter invented; exhibiting, distributing such two-dimensional reproductions. Such two-dimensional reproductions may include, but are not limited to, magazines, books, newspapers, journals, brochures and pamphlets, catalogues, films, television, video, websites, slides, negatives, prints and electronic media, DVD and/or CD.*

ARTWORK REMOVAL.

The Artwork may be removed from the Project Site at any time. The Artist and the City acknowledge that the Artist may have certain rights under the federal Visual Artists Rights Act of 1990 (VARA). The Artist acknowledges and understands that the installation of the Artwork at the Project Site may subject the Artwork to destruction, distortion, mutilation, or other modification due to the acts of third parties or to its removal, repair, maintenance, storage, or transfer of ownership.

LIMITED VARA WAIVER.

In consideration of the mutual covenants and conditions in this Agreement, and except as otherwise provided for in this Agreement, the Artist agrees to waive any right that the Artist may have under VARA to prevent the removal of the Artwork, or the destruction, distortion, mutilation, or other modification of the Artwork which arises from, is connected with, or is caused or claimed to be caused by the removal, repair, maintenance, storage, or transfer of ownership of the Artwork by the City, or its elected officials, officers, employees, agents, or representatives, or the presence of the Artwork at the Project Site.

CALIFORNIA CIVIL CODE SECTION 987 WAIVER.

The Artist and the City acknowledge that the Artist may have certain rights under California Civil Code Section 987 which are not preempted by VARA. In consideration of the mutual covenants and conditions in this Agreement, the Artist waives any rights which the Artist or the Artist's heirs, beneficiaries, devisees, or personal representatives may have under California Civil Code Section 987 to prevent the removal, destruction, distortion, mutilation, or other modification of the Artwork.

RIGHTS OF ARTIST'S HEIRS, SUCCESSORS AND ASSIGNS.

The Artist's VARA rights under this Agreement shall cease with the Artist's death and do not extend to the Artist's heirs, successors or assigns.

HOLD HARMLESS.

The Artist agrees to defend, indemnify, protect and hold the City its agents, officers and employees, harmless from and against all claims asserted, or liability established for damages or injuries to any person or property including to Artist's employees, agents, representatives or subcontractors, or judgments arising directly or indirectly out of obligations, work or services herein undertaken, which arise from, are connected with, are caused or claimed to be caused by the acts or omissions of the Artist, or the Artist's employees, agents, representatives or subcontractors. The obligation to indemnify shall be effective even if the passive negligence of the City its agents, officers or employees contributes to the loss or claim. The Artist further agrees that the duty to defend includes attorneys fees and all costs associated with enforcement of this indemnification provision, defense of any claims arising from this Project; and, where a conflict of interest exists, or may exist between the Artist and the City, the reasonable value of attorneys fees and all costs if the City chooses at its own election, to conduct its own defense or participate in its own defense of any claim related to this Project. The Artist's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active

negligence, sole negligence, or willful misconduct of the City, its agents, officers or employees. Without in any way limiting the generality of the foregoing, the Artist represents and warrants that any materials or deliverables, including but not limited to the Artwork Design and the Artwork (Works), provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If deliverables, materials or Works provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Artist to produce, at Artist's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Artist further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Artist receives payment under this contract, City shall be entitled, upon written notice to Artist, to withhold some or all of such payment.

---End of RFQ---